

UTAH COUNTY  
PUBLIC WORKS DEPARTMENT  
2855 South State Street  
Provo, Utah 84606  
(801) 851-8600

**REQUEST FOR PROPOSAL**

**for**

**THE OPERATION, MAINTENANCE &  
MANAGEMENT OF THE  
NORTH COUNTY EQUESTRIAN PARK**

**RFP # 2021-14**

CLOSING DATE: January 11, 2022  
FOR RECEIPT OF PROPOSALS:

TIME: 3:00 p.m. (Mountain Time)

PLACE: Utah County Public Works Department  
2855 South State  
Provo, Utah 84606

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## 1. REQUEST FOR PROPOSALS

### 1.1 INTENT

- A. The Utah County Board of Commissioners is seeking proposals from interested parties for the operation, maintenance, and management of the North Utah County Equestrian Park, located at 9450 North 6800 West, tax parcel number 12:055:0115 consisting of 37.069 acres of land, an indoor riding arena with an attached shop to service and store equipment, an office with restrooms, an outdoor riding arena consisting of stock pens, an announcer booth and loading chutes, a horse barn with 10 individual stalls, a parking lot that provides access to both the indoor and outdoor arena, four large pavilions with individual parking areas, and two playgrounds. Currently, the facility is located in unincorporated Utah County surrounded by Lehi City, American Fork City, and Highland City.
- B. Responses to this RFP should include an operations plan, which includes proposed staffing, annual operations budget, operating hours, use fees, program participation fees, any improvements to the facility, any restrictions to the use of the Facility including any hours of limited access to any portion of the Facility, and any terms and conditions of the offer.
  - a. Details that shall be included are:
    - i. Detailed 5 to 10 year plan of facility, including improvements, funding requested, and funding provided
    - ii. If a caretaker's residence is to be included, provide details of the location and size
    - iii. Any restriction of use – open ride times vs. reserved/ exclusive time, priority of users
- C. Utah County intends to compare and evaluate all qualifying submittals and identify the proposal(s) most advantageous to Utah County.
- D. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services.
- E. If any RFP is selected by Utah County, an agreement between the County and the Proposer will be negotiated.

### 1.2 PROCEDURE

- A. The procedure for response to this RFP, evaluation of proposals, and selection of a Proposer is as follows:
  - 1. Interested parties will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
  - 2. Utah County and/or its representatives will evaluate all submitted proposals as described herein.
  - 3. If any proposal is selected for implementation the selected Proposer will enter into contract negotiations with the County.

### 1.3 PROPOSAL ORGANIZATION

- A. Each respondent must submit FIVE (5) COPIES of the proposal to the Utah County Public Works Director. The proposal must be clearly labeled “SEALED PROPOSAL – OPERATION, MAINTENENANCE, & MANAGEMENT OF THE NORTH COUNTY EQUESTRIAN PARK RFP # 2021-14”  
The proposal must be delivered by January 11, 2022 at 3:00 pm MT to:

**Utah County Public Works Director  
2855 South State  
Provo, Utah 84606**

PROPOSALS ARE DUE BY THE DATE AND TIME SPECIFIED. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

B. The proposal must include:

1. Proposer's plan for the operation and management of the facility and how short term and long-term operations and maintenance of the Facility the O & M will be funded.
2. Proposer's plan to enhance the public use of the Facility and Grounds.
3. Proposer's statement of qualifications, including references and similar experience in a Public - Private Partnership
4. Proposer's plan for capital improvements at the facility and how those improvements will be funded.
5. Length of Contract Proposer shall agree to. (ie. 10-years, 20 years, etc.)
6. Proposer shall identify any and all limitations foreseen in fulfilling the contract. (i.e. funding shortfall, lack of participation, relocation of operations, etc.)
7. Proposer's status as a non-profit or for-profit entity
8. Completed Proposal Information Form (Exhibit A).
9. Completed Certificate of Non-Collusion (Exhibit B).

#### **1.4 QUESTIONS AND CLARIFICATIONS**

All questions regarding this RFP must be submitted through Richard Nielson, Public Works Director by email [richardjn@utahcounty.gov](mailto:richardjn@utahcounty.gov). The deadline for submission of questions is January 4, 2022.

#### **1.5 ACCEPTANCE OF PROPOSAL**

- A. Utah County reserves the right to reject any or all proposals.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

#### **1.6 DISQUALIFICATION OF PROPOSAL**

The occurrence of any of the following may result in disqualification of a proposal:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer is not qualified legally to contract.
- G. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.

#### **1.7 DISPOSITION OF PROPOSALS**

All proposals (and the information contained therein) shall become the property of Utah County and are subject to GRAMA statute. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

#### **1.8 STATEMENT OF QUALIFICATIONS**

Each Proposer shall provide a brief statement of qualifications that indicates their experience and qualifications relative to the operations plan and the proposed use and improvements of the facility, financial capability to complete plan, and relevant facility management experience.

## **1.9 EVALUATION OF PROPOSALS**

- A. All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). The following items will be considered by the Evaluation Committee when providing a recommendation to the Utah County Commission as to the proposal's overall merits.
  - 1. Overall Proposal Suitability: 40%

Proposals must be presented in a clear and organized manner. The proposal will be evaluated on quality of presentation as well as understanding of operation, maintenance, and management plan, and how advantageous the proposal is to Utah County and the Facility users.
  - 2. Funding Scenario: 40%

The proposal will be evaluated on how the proposer intends to fund operation, maintenance, management, and capital improvements of the facility.
  - 3. Experience and Qualifications: 20%

Proposals must indicate proposer's experience and qualifications relative to their plan as well as how they will implement said plan. Proposers will be evaluated on their experience as it pertains to similar plans.
- B. A recommendation by the Evaluation Committee to accept the best plan will be based on the best evaluated proposals and shall constitute only a recommendation to the Board of County Commissioners.
- C. Committee members may discuss the proposals together, but each committee member will provide an independent selection for consideration.
- D. The Public Works Director and Purchasing Manager shall provide to the Board of County Commissioners the Evaluation Committee's recommendations.
- E. All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County. The Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals.

## **1.10 GENERAL**

- A. Utah County may enter into an agreement in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded Proposer.
- B. It is vitally important that any person who signs a proposal and/or agreement on behalf of a Proposer certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- C. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.
- D. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and

subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

**1.11 PROPRIETARY INFORMATION**

The Proposer shall mark proprietary information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal(s) will not be considered proprietary.

**North County Equestrian Park Aerial Photo and Parcel Boundary**



**Vicinity Map**





**EXHIBIT A**

**PROPOSAL INFORMATION FORM**

In order to receive consideration, submitted proposals must contain responses to all questions.  
Failure to respond to all questions may result in disqualification of the proposal.

COMPANY NAME & ADDRESS: \_\_\_\_\_

Is this an Office: \_\_\_\_\_, Home: \_\_\_\_\_, Shop: \_\_\_\_\_, Other: \_\_\_\_\_

Telephone Number: ( \_ ) \_\_\_\_\_, Emergency Number: ( \_ ) \_\_\_\_\_.

Answering Machine: ( \_ ) \_\_\_\_\_, Fax Number: ( \_ ) \_\_\_\_\_.

Email Address: \_\_\_\_\_

COMPANY OWNER: \_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Company (Partnership, Corporation, Venture etc.): \_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

D&B D-U-N-S Number: \_\_\_\_\_

How long has this company been in business: \_\_\_\_\_ Years, and \_\_\_\_\_ Months.

Officers authorized to execute contracts: \_\_\_\_\_

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: \_\_\_\_\_

Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation.

**YES NO**

Has your company operated under any other name (s)? If Yes, attach a written explanation.

**YES NO**

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Has your firm failed to complete a contract within the last five years?  
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any  
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also  
employees of Utah County or related to any employees of Utah County  
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address \_\_\_\_\_

Manager \_\_\_\_\_ Phone \_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_

Manager \_\_\_\_\_ Phone \_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_

4. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH        )       Request for Proposals  
                              )SS     for  
COUNTY OF UTAH    )       Operation, Maintenance, & Management of the  
  North County Equestrian Park

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:  
That as a condition precedent to the award of the Utah County project as above captioned,

I \_\_\_\_\_  
  (owner, partner, officer or delegate)

of \_\_\_\_\_do  
  (company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this proposal by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this proposal or potential agreement resulting therefrom.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_day of \_\_\_\_\_2021 A.D.

My Commission Expires \_\_\_\_\_

Residing at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Seal

By: \_\_\_\_\_

Notary Public

## ATTACHMENT B

### UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. **DEFINITIONS.** The following terms shall have the meanings set forth below:
  - (A) The “Agreement” consists of the following documents:
    - (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
    - (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
    - (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.
  - (B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.
  - (C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.
  - (D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.
  - (E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.
  - (F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.
2. **EXTRA WORK.**
  - (A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.
  - (B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.
3. **PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.
4. **OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other

pertinent login information; advertising materials, including any content or work product; images; newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

**5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

**10. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

**11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

- 12. GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
- 13. NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
- 14. SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
- 15. COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
- 16. CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
- 17. TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
- 18. FORCE MAJEURE.** Neither party to the Agreement will be held liable for delay or default caused by fire, riot, acts of God, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof. Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.
23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.